92-1773

Supreme Court, U.S.
FILED
MAY 5 - 1993
CLERK OF THE COURT

No. _____

IN THE

SUPREME COURT OF THE UNITED STATES

THELMA H. WALKER,

Petitioner,

vs.

STEPHEN R. WINDOM
AND THE LAW FIRM DBA
SIROTE & PERMUTT, ET AL,

Respondents

APPENDIX TO PETITION FOR WRIT OF CERTIORARI ON DECISION FROM THE SUPREME COURT OF ALABAMA

COUNSEL OF RECORD:

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P. O. Box 689
Fairhope, Alabama 36533-0689
205/928-2655

Respondent's Attorney
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SUPREME COURT OF ALABAMA

OCTOBER TERM, 1992-93

1911386

Thelma H. Walker

v.

Stephen R. Windom and Sirote & Permutt, P.C.

Appeal from Baldwin Circuit Court

(CV-91-217)

JONES, RETIRED JUSTICE.

The plaintiff appeals from a summary judgment in favor of the defendants in her action alleging malicious prosecution. We affirm.

Thelma Walker and her husband were divorced in 1987. The final judgment of divorce required the ex-husband to pay the outstanding balance owed on a joint credit card account with First Alabama Bank. He paid the balance due and requested that Ms. Walker's named be removed from the account. First Alabama Bank did not comply with this request, and Ms. Walker's name remained on the account; however, replacement cards and billing statements were sent only to the

husband.

Subsequently, the husband accrued another balance on the same credit card account and became delinquent in his repayment of the debt. In April 1990, First Alabama Bank contacted Ms. Walker to request payment, and according to Ms. Walker, she told the First Alabama employee that she was not obligated to repay any amount due on the account because she had not incurred any of the charges due and because she was no longer a party obligated to pay the account. Ms. Walker also claims that, during this conversation, she requested that she be given copies of the "charge slips" upon which the delinquent account balance was based.

First Alabama Bank employed the law firm of Sirote & Permutt to collect the balance on the husband's account. During the summer of 1990, that firm filed separate actions against Ms. Walker and her former husband, both actions seeking payment of the balance on the credit card account. The former husband consented to a judgment against him and arranged to pay the full amount due on the credit card account. Ms. Walker was served with an alias summons and complaint in March 1991, and she answered and counterclaimed

bank, alleging that the bank obtained her credit report under false pretenses. The court entered a judgment in favor of Ms. Walker on July 31, 1991 on the complaint and her counterclaim.

On March 22, 1991, Ms. Walker filed this action against Stephen Windom, the lawyer who had handled the action for the bank, and against the law firm, alleging "fraud, attempted extortion, and malicious harassment." On August 19, 1991, she amended her complaint to state a claim of malicious prosecution. The defendants moved for a summary judgment on September 13, 1991. After numerous pleadings had been filed and three evidentiary hearings had been held, the trial court ordered, on September 25, 1991, that no further pleadings were to be submitted and that no further hearings would be held.

On November 15, 1991, Ms. Walker filed an "amended complaint," seeking to add a claim of "obtaining a consumer credit report under false pretenses." The trial court entered a final summary judgment for the defendants; Ms. Walker's motion to vacate that judgment was denied by operation of law pursuant to Rule 59.1 A.R.Civ.P. This appeal followed.

Maharry v. City of Gadsden, 587 So.2d 966 (Ala. 1991), compels affirmance. Our review convinces us that there was no dispute as to any material fact and that, under the evidence before the trial court, the defendants were entitled to a judgment; thus, their summary judgment is due to be affirmed.

Ms. Walker's theory of the case is two-pronged. She alleges that the individual defendant and the law firm 1) violated various provisions of 15 U.S.C. Section 1601 et seq., the Federal Consumer Credit Protection Act ("the Act"); and 2) engaged in conduct amounting to common law malicious prosecution.

With respect to Ms. Walker's first allegation, we find that, although certain duties owed Ms. Walker under the Act may have been breached, the obligation to perform those duties was not upon these defendants. By statute, it is the creditor (in this case the bank) who must comply with the Act's requirements, not a third party (such as these defendants). See 15 U.S.C. Section 1666; and Reddic v. Gary H. Watts Realty Co., 762 F.2d 1181 (4th Cir. 1985). Therefore, because these defendants are clearly not creditors of Ms. Walker or of her former husband, they can not be held liable for a violation of the

Act.

Whether the evidence presented by Ms. Walker in support of this prong of her argument would be sufficient to hold the bank liable for violations of the Act we need not decide. The bank is not a party to this action. We do find, however, that the evidence is not sufficient to hold these defendants liable for violations of the Act; therefore, the trial court correctly entered the summary judgment with regard to the claim based on the Act.

Turning to the second prong of Ms. Walker's theory, we hold that the defendants' conduct here does not meet the requirements of a malicious prosecution claim; therefore, the trial court correctly entered the summary judgment as to Ms. Walker's malicious prosecution claim. This Court has held:

> "'For the trial court to have erred in granting summary judgment for [the defendant] on the malicious prosecution count, there must have been some direct or circumstantial evidence from which the trier of fact could reasonable infer each of the following elements, which [compose] a cause of action for malicious prosecution: (1) that a judicial proceeding was initiated by [the defendant] against [the plaintiff], (2) that the judicial proceeding was instituted without probable cause, (3) that the [proceeding was] instituted by [the defendant] maliciously, (4) that the judicial proceeding had been terminated in favor of [the plaintiff], and (5) that [the plaintiff] suffered damage as a proximate cause of the judicial proceeding.'"

Skinner v. Etheridge, 564 So.2d 902 (Ala. 1990) (quoting Smith v. Wendy's of the South, Inc., 503 So.2d 843, 844 (Ala. 1987).

We need not discuss here each element of a malicious prosecution cause of action, because no reading of the evidence before the trial court yields any inference to support the element of "malice". We acknowledge that the element of malice in a malicious prosecution claim need not be proved by direct evidence but may inferred from the totality of the evidence presented. National Security Fire & Cas. Co. v. Bowen, 447 So.2d 133 (Ala. 1983). However, the factfinder may not infer the element of malice in considering a malicious prosecution claim where, as here, there is no evidence to support such an inference.

Having reviewed the evidence that was before the trial court; having found no evidence to create a genuine issue of material fact; and having thus concluded that Ms. Walker's claims are not supported by the evidence of record, we affirm the defendants' summary judgment.

This opinion was prepared by retired Justice Richard L. Jones, sitting as a Justice of the Court

pursuant to Section 12-18-10(e), Ala. Code 1975, and his opinion is hereby adopted as that of the Court.

AFFIRMED.

Hornsby, C.J., and Maddox, Almon, Shores, Adams, Houston, Steagall, Kennedy, and Ingram, JJ., concur.

THE STATE OF ALABAMA - - JUDICIAL DEPARTMENT
IN THE SUPREME COURT OF ALABAMA
February 5, 1993

1911386

Thelma H. Walker v. Stephen R. Windom and Sirote & Permutt, P.C.
(Baldwin: CV-91-217)

NOTICE

The application for rehearing filed in this cause is overruled. No opinion written on rehearing.

Hornsby, CJ., Maddox, Almon, Shores, Adams, Houston, Steagall and Ingram, JJ., concur.

IN THE CIRCUIT COURT OF BALDWIN

COUNTY, ALABAMA

THELMA H. WALKER,	*	
Plaintiff,	*	
vs.	*	CASE NO. CV-91-217
STEPHEN R. WINDOM,		
ET AL.,	*	
Defendants.	*	

ORDER GRANTING SUMMARY JUDGMENT

The Court having this day considered the motion for summary judgment filed by the Defendants and all matters filed in support of such motion and in opposition thereto; and the Court having further heard oral argument in relation to said motion is of the opinion that the same is due to be, and hereby is, granted.

It is therefore ORDERED, ADJUDGED and DECREED that summary judgment is entered in favor of the Defendants in this cause dismissing the action with prejudice.

DONE this 2nd day of January, 1992.

James H. Reid

CIRCUIT JUDGE

Amendments VII and XIV to The Constitution of the United States

Amendment VII:

"In Suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury shall be otherwise re-examined in any Court of the United States, than according to the rules of the common law."

Amendment XIV:

"...nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws."

Title 15 U.S.C., Sections 1681n and 1681q.

Section 1681n:

"Any consumer reporting agency or user of information which willfully fails to comply with any requirement imposed under this subchapter with respect to any consumer is liable to that consumer in an amount equal to the sum of-

(1) any actual damages sustained by the consumer as a result of the failure;

(2) such amount of punitive damages as the court may allow; and

(3) in the case of any successful action to enforce any liability under this section, the costs of the action together with reasonable attorney's fees as determined by the court."

Section 1681q:

"Any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined not more than

$5,000 or imprisoned not more than one year, or both."

Rule 56(c) - Summary Judgment - 1992 Alabama Rules of Civil Procedure

"(c) Motion and proceedings thereon. The motion shall be served at least 10 days before the time fixed for the hearing. The adverse party prior to the day of hearing may serve opposing affidvaits. The judgment sought shall be rendered forthwith if the pleadings, depositions, answers to interrogatores, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. A summary judgment, interlocutory in character, may be rendered on the issue of liability alone although there is a genuine issue as to the amount of damages."

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

THELMA H. WALKER, *

Plaintiff, *

vs. * CASE NO. CV 91-217

STEPHEN R. WINDOM AND THE LAW FIRM D/B/A SIROTE, *
PERMUTT, ET AL,

Defendants. *

AFFIDAVIT NO. 2 IN SUPPORT OF PLAINTIFF'S RESPONSE TO DEFENDANTS' MOTION TO DISMISS

STATE OF ALABAMA

COUNTY OF BALDWIN

BEFORE ME, the undersigned Notary Public personally appeared in and for said State and County, Thelma H. Walker, and after having been duly sworn, did state as follows:

1. My name is Thelma H. Walker. I am in the Plaintiff in the above styled cause.

2. I have examined other public documents filed in the District Court of Baldwin County to determine whether or not the customary and usual style of Stephen R. Windom's and Sirote & Permutt's is that of fraud and

deception or whether in my case it was simply an oversight. Based upon my examination of nineteen (19) other cases, I have determined that fraud and deception upon the Court is regularly and routinely practiced by Stephen R. Windom and the law firm of Sirote & Permutt, P.C. In 100% of the cases examined none of the complaints were signed by the attorney of record or by the Plaintiff. In all of the cases the complaints were defective and failed to state a cause upon which relief can be granted. All of these cases cited the grounds for suit as "contract" or open account" or by "virtue of contract". None of these complaints alleged a breach of contract or contract in default or any other grounds upon which a suit could be brought. All of these complaints were signed by persons other than the attorney of record or the Plaintiff. This is a violation of Rule 11 of The Alabama Rules of Civil Procedure.

3. Rule 11 states, "The signature of an attorney constitutes a certificate by him that he has read the pleading, motion or other paper; that to the best of his knowledge, information, and belief, there is good ground to support it; and that it is not interposed for delay." The parties signing these complaints are not the Plaintiffs,

are not attorneys, are not licensed to practice law, and cannot believe anything for another person. The attorney himself must sign the document because he is the only one that can believe for himself. Permitting other persons to sign these documents and concealing such information from the Courts is fraud.

4. For a willful violation of Rule 11, "an attorney may be subjected to appropriate disciplinary action." Stephen R. Windom's violations are not simple errors by the clerks, but the regular and routine manner in which he operates in the Baldwin County Court Systems. He violated these rules in all of the nineteen (19) cases attached, plus he violated this rule in my case. The magnitude of this fraud cannot be simply ignored.

5. The law firm of Sirote & Permutt, P.C. and its attorney, Stephen R. Windom, have further filed fraudulent affidavits with the District Court of Baldwin County. There are sixteen (16) fraudulent affidavits attached. All but one of the affidavits are signed by means of a rubber stamp. The affidavits were created in mass by a computer system and the documents were simple rubber stamped for the attorney and fraudulently notarized by his employees. In eight of the sixteen attached af-

fidavits, they neglected to change the date from 1990 to 1991 during the first two months of 1991. On the other affidavit that is signed, the signature is a forgery of Stephen R. Windom and has remained concealed until this time. Mr. Windom has not appeared before the notary, has not read the documents but he has approved the fraud upon this Court by his actions. The rubber stamp is no more valid than a typed name of the attorney on an affidavit since it does not signify in any manner that the affiant appeared before the notary. The submission of false affidavits to the Court is a Class C felony and is perjury in the first degree under Alabama Statute 13A-10-101. A copy of this statute is attached. Submission of unsworn falsifications to public authorities is a Class C misdemeanor under Statute 13A-10-109. (Copy attached).

6. Mr. Windom is running nothing more than a collection agency in the District Court of Baldwin County and does not appear to be actively involved in these cases in any manner even though all of the documents purportedly contain his signature. Mr. Windom has perpetrated a massive fraud upon the Court System of Baldwin County and its citizens.

7. Charlene R. Schmidt, Notary Public and employee of Sirote Permutt, P.C., has been most active in the cases examined. She is one of several parties who have created the fraudulent documents for Mr. Windom.

8. Charlene R. Schmidt did not maintain a register of notarized documents as required under Alabama Statute 36-20-7 and, as a matter of fact, she has maintained no type of register. The law firm of Sirote & Permutt, P.C. is a large law firm and holds itself out to the public as being expert in the matters of law, yet it permit its employees to violate Alabama Statutes, commit fraud and the lawyers conceal it.

9. Other lawyers in the law firm, including Steven L. Nicholas, were aware of the fraudulent and illegal acts of Stephen R. Windom, yet they have failed to report these violations to the Alabama State Bar as required under 8.3 of the Alabama Rules of Professional Conduct. This knowledge was not privileged information to these parties and they were required to report it so that disciplinary action could be implemented against Stephen R. Windom. These lawyers who failed to report these fraudulent acts are now guilty themselves.

Dated this 30th day of April, 1991.

Thelma H. Walker, Plaintiff
P.O. Box 689
Fairhope, Alabama 36533-0689

SWORN TO and SUBSCRIBED before me on this the 30th day of April, 1991.

Sue D. Boone
NOTARY PUBLIC
My commission expires: 6-11-91

This instrument was prepared by:

Thelma H. Walker
P.O. Box 689
Fairhope, Alabama 36533-0689
205/928-2655

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 30th day of April 1991 served a copy of the foregoing Affidavit No. 2 in Support of Plaintiff's Response to Defendants' Motion to Dismiss Samuel N. Crosby, attorney for the Defendants, by placing same in the United States mail properly addressed and postage prepaid.

Thelma H. Walker, Plaintiff
P.O. Box 689
Fairhope, Alabama 36533-0689
205/928-2655

THELMA H. WALKER
P. O. Box 689
Fairhope, Alabama 36533-0689
205/928-2655

September 25, 1991

Honorable Judge James H. Reid
Baldwin County Circuit Court
Bay Minette, Alabama 36507

Re: Walker v. Windom
Case Number CV 91-217

Dear Judge Reid:

I am herewith submitting a copy of my statement that I read into the Court record as testimony given in open court and under oath on September 25, 1991.

Sincerely,

Thelma H. Walker

cc: Jackie N. Calhoun
Samuel N. Crosby

My name is Thelma H. Walker. I reside in Fairhope, Alabama.

I was married to Eddie L. Walker from November 20, 1967 to January 15, 1987. Mr. Walker and I separated in October 1986. At the time of our separation, Mr. Walker demanded that I return to him a VISA credit card issued by First Alabama Bank. I complied with Mr. Walker's request.

Mr. Walker assured me that he would have my name removed from this account. I did ask him for the account number a short time later so that I might myself check to see if this had been done. Mr. Walker refused to give me the account number stating that he had taken care of the matter.

I would like to enter into evidence as Plaintiff's Exhibit 1 a copy of the affidavit signed by Eddie L. Walker in which he states that he telephoned First Alabama Bank and asked that my name be removed from the account. His affidavit goes on to say that until the account had a zero balance, First Alabama Bank would not remove my name.

I would like to enter into evidence as Plaintiff's Exhibit 2 this copy of the VISA account statement issued by First Alabama Bank dated January 1989 showing that the account had reached a zero balance.

I enter into evidence as Plaintiff's Exhibit 3 this copy of the computerized collection record of First Alabama Bank which shows the space "other cardholder" to be blank on this account. The only place my name appears is on name line 2, which is apparently an oversight by the bank and is merely a part of the address.

The divorce decree of Eddie L. Walker and Thelma H. Walker was issued by Judge Thomas B. Norton on January 15, 1987. I enter a copy of that divorce decree in evidence as Plaintiff's Exhibit 4. This decree states in item 9, "That Plaintiff (Eddie L Walker) will be solely responsible for the $1,200.00 signature loan to First Alabama Bank and the outstanding VISA bill of $400.00 and shall hold the Defendant harmless from any liability

thereon." This decree is a public document and gives First Alabama Bank constructive notice of the divorce as does this announcement of Divorces published in the WEEKEND EDTION of the ONLOOKER on February 1, 1987 which I now enter as Plaintiff's Exhibit 5.

Having no liability to the bank as an authorized user, and believing that Eddie L. Walker had properly notified the bank, I did not pursue the matter further. I heard nothing regarding this matter from either Mr. Walker or the bank until April 24, 1990 some three and one-half years later.

On that date, Irish O'Reilly telephoned me at my place of employment and insisted that I was obligated to pay for some $2,672.28 in charges which were made to the VISA card account. I informed Mr. O'Reilly that I had made no charges, knew nothing of the charges, was not responsible for any such charges and would not pay those charges. She said I was liable for the debt by virtue of my signature on the original credit application. I demanded copies of the charge tickets at that time to verify who had made the charges, if they were in fact made by an authorized user. It was my understanding that the bank would forward those copies to me.

On that same date, April 24, 1990, I wrote a letter to the bank disputing the charges. I would like to enter a copy of that letter in evidence as Plaintiff's Exhibit 6. For the record, the letter reads: (read letter)

Sherry Spivey, First Alabama Bank's collection department supervisor, responded to my letter by sending a copy of the credit application which I enter into evidence as Plaintiff's Exhibit 7. The application is not marked as a joint account.

I heard nothing further from First Alabama Bank regarding this debt until March 4, 1991 when I was served with a summons, complaint and alias complaint which I enter now as Plaintiff's Exhibit 8.

First Alabama Bank did not send me copies of the charge tickets as requested. Sherry Spivey stated in her deposition of September 17, 1991 that no charge tickets

were ordered by the bank to send to anyone until April 1991. She further stated that she did not know why the copies were not sent in April of 1990 approximately one year earlier. This is a violation of 15 USC, Section 1666.

Because of my Request for production, the bank furnished copies of collection letters that were mailed subsequent to the dispute of the account. These letters were mailed in May and June of 1990 and contain Thelma Walker's name on them. No collection activity of any type is permitted under Title 15 USC, Section 1666 of amounts in dispute until the creditor has complied with the law. This was a flagrant violation of federal law. The deposition of Sherry Spivey on September 17, 1991 verified the bank's continued collection activity after the dispute. I would like to enter as evidence a copy of Title 15 USC, Section 1666 and 1637 along with copies of the collection letters sent by First Alabama Bank as Plaintiff's Exhibits 9, 10 and 11.

Section 1666 in summary says, if the debtor writes a letter disputing the account and if the debtor requests documentation of the charges, the bank must comply with the debtor's request for documentation before they engage in any collection efforts.

First Alabama Bank then solicited the assistance of the collection department of Sirote & Permutt, P.C. for the continuation of their illegal collection activities of the disputed amounts. Sirote & Permutt continued collection activities of the disputed amount without question and filed a malicious suit against me for debts that I did not owe and for which there was no probable cause for suit. The law firm's total lack of any investigation into the facts or the law related to this suit was the principal cause of the malicious prosecution.

After the bank and the law firm learned that there was no legal basis for the suit, both parties continued the malicious prosecution in this matter.

Pursuant to an order of this Court, First Alabama Bank has produced all documents that it possesses related to this account since the date of the application,. August 2, 1985. The bank's collection department supervisor,

Sherry Spivey, stated in her deposition on September 17, 1991:

1. The bank possesses no charge tickets or any other document that indicates Thelma Walker ever used her credit card.

2. The bank possesses no charge tickets or any other documents that show that the credit card issued to Thelma Walker had been used by any person at any time.

3. The credit card holder is not bound by the terms and disclosure agreement until they utilize the credit card.

A total contract with First Alabama Bank that would obligate a party consists of three different and distinct documents. These consist of:

1. A properly completed and signed application

2. A terms and disclosure agreement

3. A signed charge ticket by the holder which completes the contract

It is interesting to note that the only documents sent to Sirote & Permutt prior to their filing the suit were as follows:

1. An application that was not complete and was not marked as a joint application

2. A terms and disclosure agreement dated November 1989 that applied only to new customers of the bank in November 1989 or later

3. A copy of one side of a billing statement printed on blank paper and lacking the disclosures required by federal law

It is further interesting to note what the law firm did not possess and did not request. The following documents are:

1. A copy of any charge ticket evidencing that any party had ever utilized the credit card

2. A copy of the terms and disclosure agreement that was in force at the date the application was made

3. A copy of collection memoranda from First Alabama Bank

4. A copy of the dispute letter received by the bank from Thelma Walker

The law firm of Sirote & Permutt failed to do the following things to establish a probable cause:

1. It inspected no charge tickets and requested no charge tickets.

2. It did not read the terms and disclosure agreement and determine that use of the credit card was a necessary part of a contract.

3. It did not ask the bank if there was a dispute on the account.

4. It did not ask for collection memoranda from the bank.

5. Sirote & Permutt did not write Thelma Walker at her separate address at any time during their collection efforts. Sirote & Permutt's collections department supervisor, Charlene Schmidt, said a letter has to go out to the debtors about the debt and they must give them 30 days to dispute the debt.

6. Sirote & Permutt did not ask the bank if any party to the application had been removed from the account.

7. Sirote & Permutt did not call Thelma Walker at any time prior to filing suit against her.

8. Sirote & Permutt does not ask if there is any reason why a party has not made payment on the

account, even when they do call.

9. Sirote & Permutt failed to carryout their own collection requirements or any reasonable effort to ascertain whether or not Thelma Walker was obligated on this account.

The non-attorney supervisor of Sirote & Permutt's collection department, Charlene R. Schmidt, did not have the following information because she made no inquiries into the facts:

1. She did not know that the parties were divorced.
2. She did not know who made the charges to the account or if any authorized party had made charges to the account because she did not inspect any charge tickets and the law firm did not have copies of the charge tickets.
3. She did not know the account was in dispute.

I was dismayed at finding numerous signatures for Stephen R. Windom in the various files that I inspected that were located in the Baldwin County Courthouse. It appeared to me that persons other than Stephen R. Windom were signing the complaints and affidavits and that affidavits were being stamped with his name on them. I determined at the deposition of Charlene R. Schmidt on July 3, 1991 that Stephen R. Windom was not signing affidavits, did not read them and that she never administered an oath to him. I further learned that after I filed my suit against the law firm and my complaint with the bar that he apparently began signing his complaints and affidavits. I went back to the court files and determined that the change of attitude did not last long.

Ms. Schmidt told me during the deposition that she was filing approximately 350 or more affidavits per month and that she prepared the claims and other documents for submission to the Court and that she was authorized to read and sign them for the attorney. She is not an attorney, does not have any formal legal training and is not even a paralegal. Yet Mr. Windom has authorized her to practice law in his behalf and he is not supervising her. She said that he couldn't read all the complaints

and I agree.

They are running nothing more than a huge lawsuit mill with 12 collectors doing all the legal work. This is a system totally out of control and their abusive and illegal practices must be terminated. Is this any kind of example for one of the largest lawfirms in the state and should they be permitted to engage in these unlawful practices? Should the people of the state be expected to tolerate one of its lawmakers engaging in such unlawful activities? The answers to both these questions is obviously "no". It must be stopped. I've asked for a judgment against this lawfirm in the amount of $1,000,000 and I believe that Alabama statutes will certainly allow it because of the abusive practices in which this lawfirm has engaged. Their actions have been malicious, fraudulent and without any lawful basis.

The law firm possesses no written instructions, questionnaires or any other devices to assist its personnel in determining whether or not a party has a liability to any creditor.

The law firm does not educate its personnel on a regular basis and the deposition of Charlene R. Schmidt on July 3, 1991 states that the only training they receive is when they first go to work for the firm and they are shown how the system operates.

The law firm's procedures are so grossly inadequate it has maliciously prosecuted me. Untrained and unsupervised personnel are practicing law without a license while the attorney of record is off in Montgomery pursuing his political ambitions.

IN THE
SUPREME COURT OF THE UNITED STATES
OCTOBER TERM 1992

NO. _____

THELMA H. WALKER

Petitioner,

v.

STEPHEN R. WINDOM
AND THE LAW FIRM DBA
SIROTE & PERMUTT, ET AL.

Respondents.

PROOF OF SERVICE

I, Thelma H. Walker, do swear or declare that on this date, May 5, 1993, pursuant to Supreme Court rules 29.3 and 29.4, I have served the attached APPENDIX TO PETITION FOR WRIT OF CERTIORARI on each party to the above proceeding, or that party's counsel, and on every other person required to be served by depositing an envelope containing the above documents in the United States mail properly addresed to each of them and with first-class postage prepaid.

The names and addresses of those served are as follows:

Fred K. Granade
Stone, Granade, Crosby & Blackburn, P.C.
P. O. Drawer 1509
Bay Minette, Alabama 36507-1509

Thelma H. Walker

Thelma H. Walker, Affiant

Subscribed and Sworn to Before Me
this 5th day of May, 1993.

Notary Public in and for said
County and State
My commission expires: 8-23-95